
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2022-R-119**

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY
PARK AND SHARLEN ELECTRIC COMPANY FOR POST 20 LIFT STATION FIBER
OPTIC NETWORK AT 183RD STREET AND LAGRANGE ROAD**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2022-R-119

A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SHARLEN ELECTRIC COMPANY FOR POST 20 LIFT STATION FIBER OPTIC NETWORK AT 183RD STREET AND LAGRANGE ROAD

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Contract with Sharlen Electric Co., a true and correct copy of such Contract being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Contract" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Contract.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

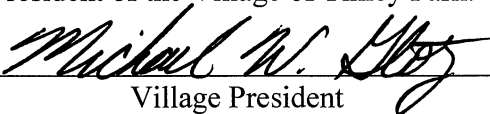
ADOPTED this 4th day of October, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan


NAYS: None

ABSENT: None

APPROVED this 4th day of October, 2022, by the President of the Village of Tinley Park.



Village President

ATTEST:


Village Clerk

EXHIBIT 1

FIBER OPTIC NETWORK, LIFT STATION POST 20 (183RD ST & LAGRANGE RD)

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-119, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND SHARLEN ELECTRIC COMPANY FOR POST 20 LIFT STATION FIBER OPTIC NETWORK AT 183RD STREET AND LAGRANGE ROAD,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 4th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of October, 2022.



VILLAGE CLERK

VILLAGE OF TINLEY PARK

Service Contract – Fiber Optic Network, Lift Station Post 20 (183rd St & LaGrange Rd)

This contract is by and between the **Village of Tinley Park**, an Illinois home-rule municipal corporation (the “Village”), and Sharlen Electric (the “Contractor”), for the project or work described, attached hereto and made a part hereof.

1. In consideration of the compensation stated in paragraph 2, the Contractor shall provide all the services described in the project documents or Scope of Services attached hereto and incorporated herein by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. Except in the event of a duly authorized change order approved by the Village as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the Village shall pay the Contractor an amount not to exceed One hundred six thousand eight hundred sixty eight dollars and ninety eight cents Cents (\$106,868.98). Within thirty (30) calendar days of completion of the work, the Contractor shall submit his application for payment to the Village, and the Village shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the Village's receipt and the Village’s approval of the work and the application for payment. No payment shall be made by the Village until the Contractor has submitted to the Village (i) a Contractor’s Affidavit listing all subcontractors and material suppliers utilized on the project and (ii) final waivers of lien from the Contractor, all subcontractors and all material suppliers.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the Village. The Contractor shall not execute change orders on behalf of the Village or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the Village Manager or his designee provided that the change order does not increase the amount set forth in paragraph 2 of this Contract to more than \$10,000.00. Changes in excess of this amount must be approved by the Village Board prior to commencement of the services or work. **If a requested change causes an increase or decrease in the cost of or time required for the performance of the contract, Contractor will agree to an equitable adjustment in the contract price or performance schedule, or both. Neither party is obligated to comply with requested changes unless and until both parties execute a written change order.**
5. **Time is of the essence on this Contract.** The Contractor shall complete all work under this Contract on or before the dates specified in the contract, unless otherwise agreed upon by the Village Engineer.
6. No “Notice to Proceed” may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as

described herein. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The Village shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Contractor shall be fully responsible to the Village for the acts and omissions of its subcontractors, and shall ensure that any subcontractors perform in accordance with the requirements of this Contract. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the Village. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations.

8. **It is further agreed that the Contractor shall indemnify, hold harmless, and defend the Village, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the Contractor's negligence under this Contract.**
9. **The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the Village, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's negligence in its work to be performed hereunder. The Contractor shall maintain insurance coverage in an amount and from a carrier suitable to the Village, and the Village shall be named as an additional insured where required. Certificates of Insurance are attached hereto.**
10. The Village is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the Village without paying the tax on the materials at the time of purchase. In no event will the Village be liable for or pay any sales or use taxes incurred by the Contractor in performing the services under this contract.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Village, must verify eligibility for employment as required by IRCA.
12. At any time, the Village may terminate this Contract for convenience, upon written notice to the Contractor. The Contractor shall cease work immediately upon receipt of such notice. The Contractor shall be compensated for services performed and accepted by the Village up to the date of termination.

13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of Village.
16. The parties hereby state that they have read and understand the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Illinois. The parties agree that performance and all matters related thereto shall be in Cook County, Illinois.
18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner.
19. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
20. This Contract represents the entire and integrated agreement between the Village and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
21. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.
22. The Contractor agrees to comply with the Illinois Prevailing Wage Act, if the work to be performed under this Contract is covered by said Act.
23. The Contractor agrees to comply with the Illinois Substance Abuse Prevention on Public Works Projects Act.

CONTRACTOR NAME

BY: [Signature]

09-28-2022
Date

Printed Name: JAMES J. CULLIN

Title: PROJECT MANAGER

VILLAGE OF TINLEY PARK

BY: [Signature]
Michael W. Glotz, Village President
(required if Contract is \$20,000 or more)

10/4/2022
Date

ATTEST:

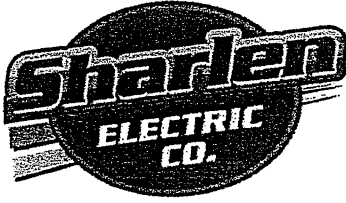
[Signature]
Village Clerk
(required if Contract is \$20,000 or more)

10/4/2022
Date

VILLAGE OF TINLEY PARK

BY: _____
Village Manager

Date



Electrical Contracting
Communications Technology
Building Maintenance
Underground Utilities

July 8, 2022

Arlan Schattke PE
Tinley Park Public Works Dept.
16250 S Oak Ave
Tinley Park IL 60477

Re: Tinley Park Fiber Network Revision 3

We are pleased to provide our proposal to furnish and install electrical work for the project as outlined below. Our price is in accordance with our meeting on April 27, 2022 and **does not** include sales tax.

Base Bid..... \$ 106,868.98

Clarifications:

- 1) Based on Normal Working Hours.
- 2) Material Included:
 - A) Line 17 Manhole Unit Price \$8588.17
 - B) Line 18 Unit Price \$72.12/ft
 - C) Line 19 Unit Price \$6.11/ft
 - D) Base on Tinley Park plan
 - E) See Attached Breakdown.

The following are excluded in the price above:

- 1) Rock.
- 2) Contaminated Soil removal and disposal.
- 3) Permits
- 4) ADA Restoration.
- 5) Design or Engineering Cost
- 6) LEED requirements.
- 7) X-rays/scanning and ultra sound.
- 8) Seismic requirements.
- 9) Sharlen shall not be held liable for errors or omissions in designs, nor inadequacies of materials and equipment specified or supplied by others.
- 10) Equipment and materials supplied by the contractor are warranted only to the extent that the manufacturer warrants the same.
- 11) The contractor shall not be liable for indirect loss or damage.
- 12) All bonding and/or special insurance requirements are supplied at additional cost.
- 13) Overtime.
- 14) Work for BAS and temperature control.

Proposal For Village of Tinley Park Additions (CSFN Phase One Project)	
Item Number	Description
3	Install a 24 count fiber from the water tower to lift station post 20 (Home Run).
4	Terminate fiber within existing termination panels at lift station post 20 and the water tower. Includes Testing
8	Terminate fiber within existing termination panels at the Fire Station and the Water Tower. Includes testing.
11	Install 100' of 24 count fiber between HH's for the new booster pump location, leaving 200ft of slack.
17	Supply & Install (1) 3x3x3 Manhole with Communications Frame & Cover - Price Per Each
18	Supply & Install (1) 4" HDPE Sleeve and (1) 1.25" HDPE via Directional Bore - Approx. 105ft
19	Supply & Install (1) 1.25" HDPE via Directional Bore with Already Proposed (1) CSFN Conduit - Approx. 1350ft
20	Supply and Install 2- 4X4X4 Manhole with Communication Frame and Cover-Price Per Each
	Extended Cost to Tinley Park (Subject to QTY of Manholes
	Price
	\$ 49,075.16
	\$ 2,730.58
	\$ 10,814.52
	\$ 682.50
	\$ 8,588.17
	\$ 7,571.54
	\$ 8,249.85
	\$ 19,156.16
	\$ 106,868.48